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JS-6

13 Attorneys for the Plaintiff

14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA

16 **HILDA L. SOLIS,**  
17 Secretary of Labor,  
18 United States Department of Labor,

19 Plaintiff,

20 v.

21 **CARLOS ALBERTO ESCOBAR,** Individu-  
22 ally and as Managing Agent of Blue Shield LA  
23 Protection, Inc.

24 Defendant.

Case No. CV12-07683 DDP (PLAx)

**CONSENT JUDGMENT**

25 Plaintiff Hilda L. Solis, Secretary of Labor, United States Department of Labor  
26 (“Secretary”) and Defendant CARLOS ALBERTO ESCOBAR, individually and as  
27 managing agent of Blue Shield LA Protection, Inc., (“Defendant”), have agreed to re-  
28 solve the matters in controversy in this civil action and consent to the entry of this Con-  
sent Judgment in accordance herewith:

1           A.     The Secretary has filed a Complaint alleging that Defendants violated pro-  
2     visions of Sections 15 (a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as  
3     amended (“FLSA”), 29 U.S.C. §§ 215(a)(2) and 215(a)(5).

4           B.     Defendant acknowledges receipt of a copy of the Secretary’s Complaint.

5           C.     Defendant waives issuance and service of process and waives answer and  
6     any defenses to the Secretary’s Complaint.

7           D.     The Secretary and Defendant waive Findings of Fact and Conclusions of  
8     Law, and agree to the entry of this Consent Judgment in settlement of this action, with-  
9     out further contest.

10          E.     Defendant admits that the Court has jurisdiction over the parties and subject  
11     matter of this civil action and that venue lies in the Central District of California.

12          F.     Defendant understands and agrees that demanding or accepting any of the  
13     funds due employees under this Judgment or threatening any employee for accepting  
14     money due under this Judgment or for exercising any of their rights under the FLSA is  
15     specifically prohibited by this Judgment.

16          It is therefore, upon motion of the attorneys for the Secretary, and for cause  
17     shown,

18          ORDERED, ADJUDGED, AND DECREED that the Defendant, Carlos Alberto  
19     Escobar, his officers, agents, servants, and employees and those persons in active con-  
20     cert or participation with him who receive actual notice of this order (by personal service  
21     or otherwise) be, and they hereby are, permanently enjoined and restrained from violat-  
22     ing the provisions of Sections 15(a)(2) and 15(a)(5) of the FLSA, 29 U.S.C. §§  
23     215(a)(2) and 215(a)(5), in any of the following manners:

24          1. Defendant shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ any em-  
25     ployee who in any workweek is engaged in commerce, within the meaning of the FLSA,  
26     or is employed in an enterprise engaged in commerce or in the production of goods for  
27     commerce, within the meaning of FLSA § 3(s), for any workweek longer than 40 hours  
28     unless such employee receives compensation for his or her employment in excess of 40

1 hours in such workweek at a rate not less than one and one-half times the regular rate at  
2 which he or she is employed.

3 2. Defendant shall not fail to make, keep, make available to authorized agents of  
4 the Secretary for inspection, transcription, and/or copying, upon their demand for such  
5 access, and preserve records of employees and of the wages, hours, and other conditions  
6 and practices of employment maintained, as prescribed by regulations issued, and from  
7 time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§ 211(c) and  
8 215(a)(5) and the implementing regulations found in Title 29, Code of Federal Regula-  
9 tions, Part 516.

10 3. Defendant shall not continue to withhold the payment of \$77,852.89, the  
11 unpaid balance of \$94,852.89 in overtime pay and interest hereby found to be due under  
12 the FLSA to 60 employees for the period from November 21, 2009 through November  
13 21, 2011, as a result of their employment by the defendant. The attached Exhibit 1  
14 shows the name of each employee, period of employment and gross backwage amount  
15 due to each employee.

16 4. Pursuant to the immediately preceding paragraph, defendant shall not fail to  
17 deliver to the Secretary's authorized representatives at

18 U.S. Department of Labor  
19 Wage and Hour Division  
20 100 North Barranca Ave., Suite 850  
21 West Covina, California 91791

22 A. On or before September 4, 2012, a schedule bearing the Firm name, address  
23 and employer identification number, and showing the name, last known home address,  
24 and social security number for each person listed in the attached Exhibit 1.

25 B. Defendant shall make the payments set forth on the attached Exhibit 2. Each  
26 payment shall be made by a certified, or cashier's check or money order and includes in-  
27 terest calculated at 1% per year on the unpaid balance until the balance is paid in full.  
28 Each payment shall have the Firm name and "BW's + Int." written on each, payable to

1 the order of the “Wage and Hour Div., Labor,” and be delivered on or before the date the  
2 payment is due as set forth in Exhibit 2.

3 C. In the event of any default in the timely making of any payment due hereun-  
4 der, the full amount due under the backwage provisions of this Judgment which then re-  
5 mains unpaid, plus post-judgment interest at the rate of 10% per year, from the date of  
6 this Judgment until paid in full, shall become due and payable upon the Secretary’s  
7 sending by ordinary mail a written demand to the last business address of the defendant  
8 then known to the Secretary.

9 D. The Secretary shall allocate and distribute the funds described in paragraph 3  
10 less deductions for employees’ share of social security and withholding taxes to the per-  
11 sons named in the attached Exhibit 1, or to their estates if that be necessary, in her sole  
12 discretion, and any money not so paid within a period of three years from the date of its  
13 receipt, because of an inability to locate the proper persons or because of their refusal to  
14 accept it, shall be then deposited in the Treasury of the United States, as miscellaneous  
15 receipts, pursuant to 29 U.S.C. § 216(c).

16 5. Defendant, his officers, agents, servants, and employees and those persons in  
17 active concert or participation with him, shall not in any way directly or indirectly, de-  
18 mand, require or accept any of the backwages, liquidated damages or the funds in resti-  
19 tution of the retaliation from any of the employees listed on the attached Exhibit 1. De-  
20 fendant shall not threaten or imply that adverse action will be taken against any employ-  
21 ee because of their receipt of funds due under this Judgment.

22 6. Defendant, his officers, agents, servants, and employees and those persons in  
23 active concert or participation with him, shall not in any way retaliate or take any ad-  
24 verse employment action, or threaten or imply that adverse action will be taken against  
25 any employee who exercises or asserts his or her rights under the FLSA or provides in-  
26 formation to any public agency investigating compliance with the FLSA.

27 ORDERED that the filing, pursuit, and/or resolution of this proceeding with the  
28 entry of this Judgment shall not act as or be asserted as a bar to any action under FLSA

1 § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached Exhibit 1 nor  
2 as to any employee named on the attached Exhibit 1 for any period not specified therein;  
3 and, it is further

4 ORDERED that each party shall bear its own fees and other expenses incurred by  
5 such party in connection with any stage of this proceeding, including but not limited to  
6 attorneys' fees, which may be available under the Equal Access to Justice Act, as  
7 amended; and, it is further

8 ORDERED that this Court shall retain jurisdiction of this action for purposes of  
9 enforcing compliance with the terms of this Consent Judgment.


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13 Dated: October 01, 2012



14 U.S. DISTRICT JUDGE  
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1 For the Defendant:

2 Each defendant hereby appears, waives any  
3 defense herein, consents to the entry of  
4 this Judgment, and waives notice by the  
5 Clerk of Court:

6  
7   
8 Carlos Alberto Escobar


08-27-2012  
Date

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12  
13 For the plaintiff:

14 M. PATRICIA SMITH,  
15 Solicitor of Labor

16 JANET M. HEROLD  
17 Regional Solicitor

18 DANIEL J. CHASEK  
19 Associate Regional Solicitor  
20

21   
22 BORIS ORLOV, Attorney  
23 Attorneys for the Plaintiff  
24 U.S. Department of Labor

8-31-2012  
Date

**EXHIBIT 1**

	First Name	Last Name	Back Wages Due	Interest Due	TOTAL	Period Covered	
1	ANTONIO	ALDRETE	\$282.56	\$3.00	\$285.56	2/28/2010	10/15/2011
2	LUIS	ALONSO	\$109.31	\$1.16	\$110.47	6/15/2011	11/15/2011
3	PASCUAL	ALONZO	\$252.62	\$2.68	\$255.30	7/15/2011	7/31/2011
4	ADOLFO	ARROYO	\$132.00	\$1.40	\$133.40	12/31/2010	1/31/2011
5	JOSE	BAUTISTA	\$1,651.03	\$17.53	\$1,668.56	12/1/2009	5/15/2011
6	GERONIMO	CALLEJAS	\$884.81	\$9.40	\$894.21	12/1/2009	10/15/2011
7	LUIS	CASTILLO	\$17,500.31	\$185.85	\$17,686.16	1/15/2010	11/15/2011
8	RAUL	CEJA	\$99.00	\$1.05	\$100.05	7/15/2010	7/31/2010
9	JUAN	DE LA CRUZ	\$3,896.06	\$41.38	\$3,937.44	12/1/2009	10/31/2011
10	MARVIN	DIAZ	\$492.94	\$5.24	\$498.18	1/15/2010	10/31/2011
11	REYNALDO	DIAZ	\$165.00	\$1.75	\$166.75	1/15/2010	2/28/2010
12	LEONARDO	DOMINGUEZ	\$2,520.38	\$26.77	\$2,547.15	7/1/2010	11/15/2011
13	CARLOS	DURAN	\$208.31	\$2.21	\$210.52	1/15/2010	6/15/2010
14	JESUS	FAVELA	\$606.38	\$6.44	\$612.82	8/1/2010	1/31/2011
15	DIEGO	FLORES	\$389.81	\$4.14	\$393.95	1/15/2010	7/31/2010
16	JUAN	FLORES	\$805.41	\$8.55	\$813.96	11/1/2010	10/31/2011
17	NORBERTO	FLORES	\$22.69	\$0.24	\$22.93	12/15/2010	1/15/2011
18	BERNARDO	FUENTES	\$1,070.44	\$11.37	\$1,081.81	12/15/2010	11/15/2011
19	JOSE	GALVAN	\$74.25	\$0.79	\$75.04	7/15/2011	10/31/2011
20	JAZZIEL	GARCIA	\$127.88	\$1.36	\$129.24	9/1/2010	9/30/2011
21	KAEL	GARCIA	\$315.56	\$3.35	\$318.91	9/1/2011	11/15/2011
22	JAIME	GUZMAN	\$926.06	\$9.83	\$935.89	1/15/2010	10/31/2011
23	LUIS	GUZMAN	\$6,348.38	\$67.42	\$6,415.80	4/1/2010	11/15/2011
24	JUAN	HERNANDEZ	\$6,053.44	\$64.29	\$6,117.73	1/15/2010	11/15/2011
25	MARIO	HERRERA	\$726.00	\$7.71	\$733.71	5/1/2010	7/31/2010
26	LEOBERDO	LOPEZ	\$53.63	\$0.57	\$54.20	7/15/2010	7/31/2010
27	ANDRE	LUERA	\$189.75	\$2.02	\$191.77	1/15/2010	9/15/2010
28	GABRIEL	LUERA	\$1,460.25	\$15.51	\$1,475.76	1/15/2010	5/31/2011
29	LUIS	LUIS	\$4,316.81	\$45.84	\$4,362.65	12/1/2009	12/15/2010
30	JOSE	M L	\$5,535.75	\$58.79	\$5,594.54	12/1/2009	11/15/2011
31	ENRIQUE	MACIAL	\$121.69	\$1.29	\$122.98	10/16/2011	10/31/2011
32	DANIEL	MARIN	\$548.63	\$5.83	\$554.46	3/31/2010	6/30/2010
33	DAVID	MARTINEZ	\$191.81	\$2.04	\$193.85	4/15/2010	9/30/2010
34	ROBERTO	MARTINEZ	\$7,600.31	\$80.72	\$7,681.03	12/15/2009	11/15/2011
35	RUBEN	MARTINEZ	\$70.13	\$0.74	\$70.87	7/15/2011	8/15/2011
36	MAURILLIO	MAURILLIO	\$4,785.00	\$50.82	\$4,835.82	12/1/2009	11/15/2011
37	RAMIRO	MAZARIEGOS	\$344.44	\$3.66	\$348.10	10/1/2011	11/15/2011
38	MARIO	MEJIA	\$1,447.88	\$15.38	\$1,463.26	6/1/2010	11/15/2011

39	OSCAR	MIRANDA	\$187.69	\$1.99	\$189.68	6/1/2011	10/31/2011
40	JOSE	PADILLA	\$52.59	\$0.56	\$53.15	5/15/2011	5/30/2011
41	MANUEL	PADILLA	\$132.00	\$1.40	\$133.40	12/1/2009	12/15/2009
42	JOSE	PERALTA	\$297.00	\$3.15	\$300.15	1/15/2010	4/30/2011
43	HUGO	PEREZ	\$462.00	\$4.91	\$466.91	1/1/2010	6/15/2011
44	ISAIAS	PEREZ	\$3,284.53	\$34.88	\$3,319.41	12/1/2009	11/15/2011
45	RAFAEL	PINEDA	\$2,658.56	\$28.23	\$2,686.79	12/15/2009	11/15/2011
46	RUBEN	PINEDO	\$2,974.13	\$31.59	\$3,005.72	5/15/2010	10/31/2011
47	JOSE	QUEZADA	\$321.75	\$3.42	\$325.17	11/15/2010	5/15/2011
48	SNYNOR	RAMIREZ	\$63.94	\$0.68	\$64.62	8/1/2010	11/15/2010
49	FERNANDO	RINCON	\$847.69	\$9.00	\$856.69	1/31/2010	11/15/2011
50	FERNANDO	RIVAS	\$45.38	\$0.48	\$45.86	4/16/2010	4/30/2010
51	HUGO	ROJAS	\$66.00	\$0.70	\$66.70	7/1/2010	7/15/2010
52	HUMBERTO	SALCEDO	\$8,773.88	\$93.18	\$8,867.06	12/15/2009	11/15/2011
53	GERMAN	SANTIAGO	\$66.00	\$0.70	\$66.70	4/30/2011	5/15/2011
54	SEGUNDO	SIRIAS	\$57.75	\$0.61	\$58.36	2/15/2011	4/30/2011
55	OSCAR	TOMAYO	\$122.72	\$1.30	\$124.02	5/15/2011	11/15/2011
56	MARCELINO	UMANA	\$288.75	\$3.07	\$291.82	1/15/2010	10/15/2011
57	MARIO	URENA	\$144.38	\$1.53	\$145.91	10/1/2011	10/31/2011
58	ROGER	VELASCO	\$400.13	\$4.25	\$404.38	9/15/2011	10/31/2011
59	VICTOR	VILLALBA	\$123.75	\$1.31	\$125.06	9/15/2010	9/30/2010
60	MARCELINO	ZUNIGA	\$158.81	\$1.69	\$160.50	1/15/2010	5/31/2010
			\$93,856.14	\$996.75	<b>\$94,852.89</b>		

**EXHIBIT 2**

Payment No.	Date Due	Back Wages	Interest	Total Payment Due
1	09/04/2012	\$2,531.05	\$64.05	\$2,595.10
2	10/04/2012	\$2,533.16	\$61.94	\$2,595.10
3	11/04/2012	\$2,535.27	\$59.83	\$2,595.10
4	12/04/2012	\$2,537.39	\$57.71	\$2,595.10
5	01/04/2013	\$2,539.50	\$55.60	\$2,595.10
6	02/04/2013	\$2,541.62	\$53.48	\$2,595.10
7	03/04/2013	\$2,543.73	\$51.37	\$2,595.10
8	04/04/2013	\$2,545.85	\$49.25	\$2,595.10
9	05/04/2013	\$2,547.98	\$47.12	\$2,595.10
10	06/04/2013	\$2,550.10	\$45.00	\$2,595.10
11	07/04/2013	\$2,552.22	\$42.88	\$2,595.10
12	08/04/2013	\$2,554.35	\$40.75	\$2,595.10
13	09/04/2013	\$2,556.48	\$38.62	\$2,595.10
14	10/04/2013	\$2,558.61	\$36.49	\$2,595.10
15	11/04/2013	\$2,560.74	\$34.36	\$2,595.10
16	12/04/2013	\$2,562.88	\$32.22	\$2,595.10
17	01/04/2014	\$2,565.01	\$30.09	\$2,595.10
18	02/04/2014	\$2,567.15	\$27.95	\$2,595.10
19	03/04/2014	\$2,569.29	\$25.81	\$2,595.10
20	04/04/2014	\$2,571.43	\$23.67	\$2,595.10
21	05/04/2014	\$2,573.57	\$21.53	\$2,595.10
22	06/04/2014	\$2,575.72	\$19.38	\$2,595.10
23	07/04/2014	\$2,577.86	\$17.24	\$2,595.10

24	08/04/2014	\$2,580.01	\$15.09	\$2,595.10
25	09/04/2014	\$2,582.16	\$12.94	\$2,595.10
26	10/04/2014	\$2,584.31	\$10.79	\$2,595.10
27	11/04/2014	\$2,586.47	\$8.63	\$2,595.10
28	12/04/2014	\$2,588.62	\$6.48	\$2,595.10
29	01/04/2015	\$2,590.78	\$4.32	\$2,595.10
30	02/04/2015	\$2,592.83	\$2.16	\$2,594.99
<b>Total</b>		<b>\$76,856.14</b>	<b>\$996.75</b>	<b>\$77,852.89</b>